

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA**

In re:

PG&E CORPORATION and PACIFIC GAS
AND ELECTRIC COMPANY,

Debtors

Chapter 11

No. 19-30088 (DM)

(Jointly Administered)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure of the transfer, other than for security, of the claim referenced in this evidence and notice.

Mitsubishi Electric Power Products, Inc.

Name of Transferor

Name and Current Address of
Transferor:

**Mitsubishi Electric Power Products, Inc.
530 Keystone Drive
Warrendale, PA 15086
Attn: John Fowler**

Zoe Partners, LP

Name of Transferee

Name and Address where notices and payments
to transferee should be sent:

**Zoe Partners, LP
c/o PKF O'Connor Davies
500 Mamaroneck Avenue, Suite 301
Harrison, NY 10528
Attn: Christian Tannure**

Schedule/Claim No.	Creditor Name	Amount	Debtor	Case No.
Claim No. 1399	Mitsubishi Electric Power Products, Inc.	\$5,728.69	Pacific Gas and Electric Company	19-30089
Claim No. 3517	Mitsubishi Electric Power Products, Inc.	\$155,297.61	Pacific Gas and Electric Company	19-30089
Schedule F (#1032089 & 3.2536)	Mitsubishi Electric Power	\$167,931.00	Pacific Gas and Electric Company	19-30089

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 

Transferee/Transferee's Agent

Date: February 5, 2020

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

EVIDENCE OF TRANSFER OF CLAIM

Annex B

TO: United States Bankruptcy Court ("Court")
Northern District of California
San Francisco Division
Attn: Clerk

AND TO: PACIFIC GAS AND ELECTRIC COMPANY ("Debtor")
Case No. 19-30089 ("Case")

Claim #: 1399

MITSUBISHI ELECTRIC POWER PRODUCTS, INC. ("Seller"), for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby unconditionally and irrevocably sell, transfer and assign unto:

ZOE PARTNERS, LP
c/o PKF O'Connor Davies
500 Mamaroneck Avenue, Suite 301
Harrison, NY 10528
Attn: Christian Tannure

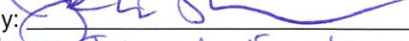
its successors and assigns ("Buyer"), all rights, title and interest in and to the claim of Seller, including all rights: (a) of reclamation and all priority claims, and any cure payments made on account of Seller in the Case; (b) to any proof(s) of claim filed; (c) in and to any secured claim, collateral or any liens held by Seller; (d) to vote on any question relating to the claim in the Case; (e) to cash, interest, principal, securities or other property in connection with the Case; and (f) to any amounts listed on the Debtor's schedules, in the principal amount of \$5,728.69 ("Claim"), which represents 100 % of the total claim amount of \$5,728.69, against the Debtor in the Court, or any other court with jurisdiction over the Debtor's Case.

Seller hereby waives any objection to the transfer of the Claim to Buyer on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges, understands, agrees, and hereby stipulates that an order of the Court may be entered without further notice to Seller transferring the Claim to Buyer and recognizing the Buyer as the sole owner and holder of the Claim.


Buyer does not assume and shall not be responsible for any obligations or liabilities of Seller related to or in connection with the Claim or the Case. You are hereby directed to make all future payments and distributions free and clear of all setoffs and deductions, and to give all notices and other communications, in respect of the Claim to Buyer.

IN WITNESS WHEREOF, each of the undersigned have duly executed this Evidence of Transfer of Claim by their duly authorized representative dated January 31, 2020.

MITSUBISHI ELECTRIC POWER PRODUCTS, INC.

By: 
Name: John K. Fowler
Title: Vice President & CEO

ZOE PARTNERS, LP

By: 
Name: _____
Title: Andrew Fredman
Manager of the GP

EVIDENCE OF TRANSFER OF CLAIM

Annex B

TO: United States Bankruptcy Court ("Court")
Northern District of California
San Francisco Division
Attn: Clerk

AND TO: PACIFIC GAS AND ELECTRIC COMPANY ("Debtor")
Case No. 19-30089 ("Case")

Claim #: 3517

MITSUBISHI ELECTRIC POWER PRODUCTS, INC. ("Seller"), for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby unconditionally and irrevocably sell, transfer and assign unto:

ZOE PARTNERS, LP
c/o PKF O'Connor Davies
500 Mamaroneck Avenue, Suite 301
Harrison, NY 10528
Attn: Christian Tannure


its successors and assigns ("Buyer"), all rights, title and interest in and to the claim of Seller, including all rights: (a) of reclamation and all priority claims, and any cure payments made on account of Seller in the Case; (b) to any proof(s) of claim filed; (c) in and to any secured claim, collateral or any liens held by Seller; (d) to vote on any question relating to the claim in the Case; (e) to cash, interest, principal, securities or other property in connection with the Case; and (f) to any amounts listed on the Debtor's schedules, in the principal amount of \$155,297.61 ("Claim"), which represents 100 % of the total claim amount of \$155,297.61, against the Debtor in the Court, or any other court with jurisdiction over the Debtor's Case.

Seller hereby waives any objection to the transfer of the Claim to Buyer on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges, understands, agrees, and hereby stipulates that an order of the Court may be entered without further notice to Seller transferring the Claim to Buyer and recognizing the Buyer as the sole owner and holder of the Claim.


Buyer does not assume and shall not be responsible for any obligations of liabilities of Seller related to or in connection with the Claim or the Case. You are hereby directed to make all future payments and distributions free and clear of all setoffs and deductions, and to give all notices and other communications, in respect of the Claim to Buyer.

IN WITNESS WHEREOF, each of the undersigned have duly executed this Evidence of Transfer of Claim by their duly authorized representative dated January 31, 2020.

MITSUBISHI ELECTRIC POWER PRODUCTS, INC.

By: 
Name: Sam K. Fowler
Title: Vice President & CFO

ZOE PARTNERS, LP

By: 
Name: _____
Title: Andrew Fredman
Manager of the GP

EVIDENCE OF TRANSFER OF CLAIM

Annex B

TO: United States Bankruptcy Court ("Court")
Northern District of California
San Francisco Division
Attn: Clerk

AND TO: PACIFIC GAS AND ELECTRIC COMPANY ("Debtor")
Case No. 19-30089 ("Case")

Claim #: N/A (SCHEDULE #: 1032089 & 3.2536)

MITSUBISHI ELECTRIC POWER ("Seller"), for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby unconditionally and irrevocably sell, transfer and assign unto:

ZOE PARTNERS, LP

c/o PKF O'Connor Davies
500 Mamaroneck Avenue, Suite 301 Harrison, NY 10528
Attn: Christian Tannure

its successors and assigns ("Buyer"), all rights, title and interest in and to the claim of Seller, including all rights: (a) of reclamation and all priority claims, and any cure payments made on account of Seller in the Case; (b) to any proof(s) of claim filed; (c) in and to any secured claim, collateral or any liens held by Seller; (d) to vote on any question relating to the claim in the Case; (e) to cash, interest, principal, securities or other property in connection with the Case; and (f) to any amounts listed on the Debtor's schedules, in the principal amount of \$167,931.00 ("Claim"), which represents 100 % of the total claim amount of \$167,931.00, against the Debtor in the Court, or any other court with jurisdiction over the Debtor's Case.

Seller hereby waives any objection to the transfer of the Claim to Buyer on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Seller acknowledges, understands, agrees, and hereby stipulates that an order of the Court may be entered without further notice to Seller transferring the Claim to Buyer and recognizing the Buyer as the sole owner and holder of the Claim.

Buyer does not assume and shall not be responsible for any obligations of liabilities of Seller related to or in connection with the Claim or the Case. You are hereby directed to make all future payments and distributions free and clear of all setoffs and deductions, and to give all notices and other communications, in respect of the Claim to Buyer.

IN WITNESS WHEREOF, each of the undersigned have duly executed this Evidence of Transfer of Claim by their duly authorized representative dated January 31, 2020.

MITSUBISHI ELECTRIC POWER

By: 

Name:

Title:

John K. Fowler
Vice President & CFO

ZOE PARTNERS, LP

By: 

Name:

Title:

Andrew Fredman

Manager of the GP